

JAN. 27. 2004 3:00PM

GOODWIN PROCTER

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NO. 7686 P. 1

GOODWIN PROCTER

JAN 27 2004

OFFICIAL

Goodwin Procter LLP
Counsellors at Law
103 Eisenhower Parkway
Roseland, NJ 07068
T: 973.992.1990

F A X T R A N S M I T T A L

If problems with transmittal, call fax department at (973) 992-1990.

CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office, Technology Center at fax number (703) 872-9306 (Before Final) on January 27, 2004.

Katherine Barbieri
Katherine Barbieri

Date	Total pages
January 27, 2004	20

To	Company	Fax number	Telephone
Commissioner for Patents	U.S. Patent and Trademark Office	703-872-9306	

From	Fax number	Telephone
Patrice A. King, Esq. (Reg. No. 44,833)	(973) 992-4643	(973) 994-7896

Application No. : 08/922,462
Filing Date : 9/3/97
First Name Inventor : DeFrancesco, et al
Title : Automated Credit Application System
Art Unit : 3628
Examiner : Nga B. Nguyen
Attorney Docket No. : 104570-498NP

Submitted herewith are the following items for filing in the above-identified case:

1. This Fax Transmittal;
2. Revocation of Power of Attorney with New Power of Attorney and Change of Correspondence Address; and
3. Statement Under 37 CFR 3.73(b); and
4. Assignment from First American Credit Online to Credit Online, Inc. filed on November 12, 2003; and
5. Assignment form Credit Online, Inc. to DealerTrack, Inc. filed on November 12, 2003.

LIBNY/4276723.1

GOODWIN | PROCTER

Patrice A. King
973.994.7896
pking@
goodwinprocter.com

Goodwin Procter LLP
Counsellors at Law
Seven Becker Farm Road
Roseland, NJ 07068
T: 973.992.1990
F: 973.992.4643

November 12, 2003

Via First Class Mail

Mail Stop Assignment Recordation Services
Director- US Patent and Trademark Offices
PO Box 1450
Alexandria, VA 22313-1450

Re: U.S. Patent Assignment
Conveying Party: First American Credit Management Solutions, Inc.
Receiving Party: Credit Online, Inc.

Dear Commissioner of Patents and Trademarks:

Enclosed please find for recordation in the Patent Office, an Assignment effective November 4, 2003, by First American Credit Management Solutions, Inc. (the "Assignor"), in favor of Credit Online, Inc., (the "Assignee"). Please record this assignment against the records of the Patent Office for the patent number set forth in the recordation cover sheet.

In connection with the Assignment, enclosed please also find the Recordation Cover Sheet and a return receipt postcard. The filing fee of \$40.00 associated with the recordation of the Assignment, and any amounts due in excess of the filing fee, may be charged against the Goodwin Procter LLP Deposit Account No. 06-0923. A duplicate copy of this correspondence is enclosed.

Any questions relating to the enclosed information may be directed to the undersigned.

Respectfully submitted,



Patrice A. King

PAK:kmb
Enclosures

LIBNJ/4258324.1

GOODWIN | PROCTER

Patrice A. King
973.994.7896
pking@
goodwinprocter.com

Goodwin Procter LLP
Counsellors at Law
Seven Becker Farm Road
Roseland, NJ 07068
T: 973.992.1990
F: 973.992.4643

November 12, 2003

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PO Box 1450
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Any questions relating to the enclosed information may be directed to the undersigned.

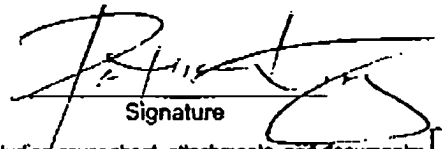
Respectfully submitted,



Patrice A. King

PAK:kmb
Enclosures

LIBNJ/4258324.1

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): First American Credit Management Solutions, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Credit Online, Inc.</u> Internal Address: _____ Street Address: <u>135 National Business Parkway</u> City: <u>Annapolis Junction</u> State: <u>MD</u> Zip: <u>20701</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>11/4/03</u>			4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ B. Patent No.(s) <u>6,208,979</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Patrice A. King, Esq.</u> Internal Address: <u>Goodwin Procter, LLP</u> Street Address: <u>103 Eisenhower Parkway</u> City: <u>Roseland</u> State: <u>NJ</u> Zip: <u>07068</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>06-0923</u>		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <u>Patrice A. King (Reg. No. 44633)</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 25%; text-align: right;"> <u>November 12, 2003</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> Total number of pages including cover sheet, attachments, and documents: <u>9</u> </div>					

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

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AMENDMENT THE PATENT ASSIGNMENT

THIS AMENDMENT TO THE PATENT ASSIGNMENT ("Amendment") is made by and between First American Credit Management Solutions, Inc., a Delaware corporation, with its principal place of business located at 135 National Business Parkway, Annapolis Junction, MD 20701 and Credit Online, Inc., a Delaware corporation, with its principal place of business located at 135 National Business Parkway, Annapolis Junction, MD 20701.

WHEREAS, First American Credit Management Solutions, Inc. ("Assignor" and "CMSI") signed a patent assignment dated March 19, 2003 (the "Assignment") in which CMSI assigned the rights in certain issued patents and pending patent applications to Credit Online, Inc. ("Assignee"); and

WHEREAS, the Assignor and Assignee now wish to clarify and correct an error in the Assignment as detailed in this Amendment as follow:

United States Patent # 6,208,979 with an issue date of 3/27/01 should have been listed in EXHIBIT A as an issued patent, rather than in EXHIBIT B and it is deemed between the Assignor and the Assignee as though it had been so listed *ab initio*.

IN WITNESS WHEREOF, the Assignor and the Assignee execute this Amendment as of the date below. The person who signs this Amendment below represents that such person is fully authorized to sign the Amendment on behalf of the Assignor and Assignee.

FIRST AMERICAN CREDIT MANAGEMENT SOLUTIONS, INC.

By: Dennis Warkke
Name: Dennis Warkke
Title: SUP
Date: 10/7/03

On this 7th day of October, before me personally appeared Dennis Warkke, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the forgoing assignment, and acknowledged to me that he executed the same.

Richard M. Ryder, Howard County, MD

Notary Public in and for said County and State

CREDIT ONLINE, INC.

By: Eric Jacobs
Name: Eric Jacobs
Title: VP + General Counsel
Date: 11/4/03

On this 4th day of November, before me personally appeared Eric Jacobs, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the forgoing assignment, and acknowledged to me that he executed the same.

Brie S. Cordell
Notary Public in and for said County and State

BRIE S. CORDELL
Notary Public, State of New York
No. 01CO6083488
Qualified in Suffolk County
Commission Expires August 27, 20 05

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made and entered into this 19th day of March, 2003, by and among First American Credit Management Solutions, Inc., a Delaware corporation ("Assignor" and "CMSF"), and Credit Online, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to a Stock Purchase Agreement dated January 30, 2003 (as amended, restated or otherwise modified as of the date hereof, the "Stock Purchase Agreement") by and among Assignor and Assignee and a Technology Transfer and License Agreement dated as of the date hereof (the "Technology Transfer Agreement") by and among Assignor and Assignee, Assignor has agreed to transfer and assign to Assignee and Assignee has agreed to accept from Assignor, upon the terms and conditions set forth in the Stock Purchase Agreement and the Technology Transfer Agreement, the issued patents listed in Exhibit A and the patent applications listed in Exhibit B, which are attached hereto and incorporated by reference herein (hereinafter collectively the "Patents"), together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the foregoing recitals and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to the Patents, including all reissues, renewals and extensions of the patents listed in Exhibit A and all pending applications for patents listed in Exhibit B.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue to Assignee the entire right, title, and interest in and to the pending patent applications listed on Exhibit B, for Assignee's sole use and behoof, and for the use and behoof of its legal representatives, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.
3. This Patent Assignment is intended solely to benefit the parties hereto and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

NY11428274

EXECUTION

92

IN WITNESS WHEREOF, the parties hereto have duly executed this
Trademark Assignment the day and year first above written.

**FIRST AMERICAN CREDIT
MANAGEMENT SOLUTIONS, INC.**

By: Howard L. Tischler
Name: Howard L. Tischler
Title: President and CEO

CREDIT ONLINE, INC.

By: Howard L. Tischler
Name: Howard L. Tischler
Title: President and CEO

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STATE OF new York)
COUNTY OF new York)

On this 18th day of March, 2003, before me personally appeared Howard Tischler, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the attached Assignment instrument on behalf of the corporation therein named, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he was authorized by the Bylaws of the Assignor or a resolution of its Board of Directors to execute said Assignment instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for
the State of New York

[SEAL]

My Commission Expires:

Richard Koel

RICHARD KOEL
Notary Public, State of New York
No. 01805026268
Qualified in Nassau County
Commission Expires April 18, 2006

EXECUTION

NY1102874

EXHIBIT A

PATENT	STATUS	REGISTRANT	COUNTRY
CREDIT CONNECTION (ICON)	Patent No. Des. 404,389	CMSI	USA
CREDIT CONNECTION (ICON)	Patent No. Des. 404,387	CMSI	USA
CREDIT CONNECTION (ICON)	Patent No. Des. 404,388	CMSI	USA
CREDIT CONNECTION (ICON)	Patent No. Des. 404,386	CMSI	USA
CREDIT CONNECTION (ICON)	Patent No. Des. 404,728	CMSI	USA
CREDIT CONNECTION (ICON)	Patent No. Des. 405,439	CMSI	USA
CREDIT CONNECTION "Computer-Implemented, Automated Credit Application Analysis & Decision Routing System"	Patent No. 5,878,403 Issue Date: March 2, 1999	CMSI	USA

NYL1428274

EXECUT

EXHIBIT B

PATENT APPLICATION	STATUS	REGISTRANT	COUNTRY
CREDIT CONNECTION "Automated Credit Application System"	<ul style="list-style-type: none">Filing Date: 9/3/97Applic. No. 08/922,462	CMSI	USA
CREDIT CONNECTION (Divisional of U.S. Pat. No. 5,878,403) "Computer-Implemented Automated Credit Application Analysis & Decision Routing System"	<ul style="list-style-type: none">Filing Date: 6/30/98Applic. No. 09/107,321	CMSI	USA
	<ul style="list-style-type: none">Filing Date 2/16/99Application #09/247,222	CMSI	USA
*	<ul style="list-style-type: none">Filing Date 11/9/99Application #2,350,541	CMSI	Canada
*	<ul style="list-style-type: none">Filing Date 11/9/99Application #99958841.1	CMSI	Europe
*	<ul style="list-style-type: none">Filing Date 11/9/99Application #PCT/US99/26395	CMSI	International
*	<ul style="list-style-type: none">Patent #6,208,979Issuance date: 3/27/01	CMSI	USA

Description provided in patent files previously delivered.

NY1:1623274

EXECUTION

GOODWIN | PROCTER

Patrice A. King
973.994.7896
pking@
goodwinprocter.com

Goodwin Procter LLP
Counsellors at Law
Seven Becker Farm Road
Roseland, NJ 07068
T: 973.992.1990
F: 973.992.4643

November 12, 2003

Via First Class Mail

Mail Stop Assignment Recordation Services
Director- US Patent and Trademark Offices
PO Box 1450
Alexandria, VA 22313-1450

Re: U.S. Patent Assignment
Conveying Party: Credit Online, Inc.
Receiving Party: DealerTrack, Inc.

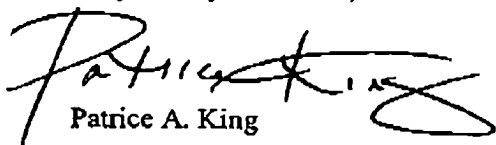
Dear Commissioner of Patents and Trademarks:

Enclosed please find for recordation in the Patent Office, an Assignment effective November 10, 2003, by Credit Online, Inc. (the "Assignor"), in favor of DealerTrack, Inc., (the "Assignee"). Please record this assignment against the records of the Patent Office for the patent numbers set forth in the recordation cover sheet.

In connection with the Assignment, enclosed please also find the Recordation Cover Sheet and a return receipt postcard. The filing fee of \$560.00 associated with the recordation of the Assignment, and any amounts due in excess of the filing fee, may be charged against the Goodwin Procter LLP Deposit Account No. 06-0923. A duplicate copy of this correspondence is enclosed.

Any questions relating to the enclosed information may be directed to the undersigned.


Respectfully submitted,



Patrice A. King

PAK:kmb
Enclosures

LIBNJ/4258260.1

Form PTO-1595 (Rev. 10/02) OMB No. 0851-0027 (exp. 6/30/2005) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Credit Online, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>DealerTrack, Inc.</u> Internal Address: _____ _____ _____ Street Address: <u>105 Maxess Road</u> Suite N109 _____ City: <u>Melville</u> State: <u>NY</u> Zip: <u>11747</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>11/12/03</u>		
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ B. Patent No.(s) <u>D404,389</u> _____ Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Patrice A. King, Esq.</u> Internal Address: <u>Goodwin Procter, LLP</u> _____ _____ Street Address: <u>103 Eisenhower Parkway</u> _____ City: <u>Roseland</u> State: <u>NJ</u> Zip: <u>07068</u>	6. Total number of applications and patents involved: <u>14</u> 7. Total fee (37 CFR 3.41).....\$ <u>560.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>06-0923</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <u>Patrice A. King (Reg. No. 44833)</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 20%;"> <u>November 12, 2003</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: <u>8</u> </div>		

Mail documents to be recorded with required cover sheet information to:
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 Washington, D.C. 20231

Recordation Cover Sheet Attachment

PATENT NO.
D 404, 387
D 404, 388
D 404, 386
D 404, 728
D 405, 439
6,208,979
5,878, 403
6,587,841

APPLICATION NO.
08/922,462
09/247,222
PCT/US99/26395
10/441,534
60/491,621

PATENT ASSIGNMENT

WHEREAS, Credit Online, Inc., **ASSIGNOR**, a Delaware corporation, owner of the entire right, title, and interest in the issued patents listed in Exhibit A and the patent applications listed in Exhibit B.

WHEREAS, DealerTrack, Inc., **ASSIGNEE**, a Delaware corporation, is desirous of obtaining the entire right, title and interest in, to and under the said invention(s) and the said United States application(s)/patent(s):

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the said **ASSIGNOR**, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said **ASSIGNEE**, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention(s), and the said United States application(s)/patent(s) and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention(s) in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States United States application(s)/patent(s) under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention(s) in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said **ASSIGNEE**, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

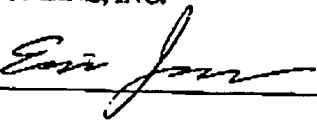
AND ASSIGNOR HEREBY covenants and agrees that **ASSIGNOR** has full right to convey the entire interest herein assigned, and that **ASSIGNOR** has not executed, or will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that **ASSIGNOR** will communicate to the said **ASSIGNEE**, its successors, legal representatives and assigns, any facts known to **ASSIGNOR** respecting said invention(s), and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said **ASSIGNEE**, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention(s) in all countries.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

CREDIT ONLINE, INC.

By



Title

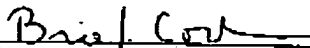
VP & General Counsel

Date

11/10/03

On this 10th day of November, before me, Brie S. Cordell, the undersigned Notary Public, personally appeared the ASSIGNOR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal in Suffolk County of New York on the date set forth in this certificate.



Notary Public

BRIE S. CORDELL
Notary Public, State Of New York
No. 01CO6063488
Qualified In Suffolk County
Commission Expires August 27, 20 05

DEALERTRACK, INC.

By



Title

VP & General Counsel

Date

11/10/03

EXHIBIT A - PATENTS

COUNTRY	PATENT NO.
USA	Des. 404, 389
USA	Des. 404, 387
USA	Des. 404, 388
USA	Des. 404, 386
USA	Des. 404, 728
USA	Des. 405, 439
USA	6,208,979
USA	5,878, 403
USA	6,587,841

EXHIBIT B - APPLICATIONS

COUNTRY	APPLICATION NO.
USA	08/922,462
USA	09/247,222
CANADA	2350541
EUROPE	99958841.1
INTERNATIONAL	PCT/US99/26395
AUSTRALIA	1612500
USA	10/441,534
USA	60/491,621